

Remarks

Claims 18-40 are currently pending in the application. Claims 18-40 are rejected. The claims are amended and new claims are added. No new matter has been added. Support for the new claims may be found in Applicant's specification at, for example, paragraph 51.

Claim Rejections - 35 U.S.C. §103(a)

Claims 18-40 have been rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over U.S. Patent No. 6,645,077 to Rowe in view of U.S. Patent No. 5,991,399 to Graunke et al. (Graunke) and in further view of U.S. Patent No. 6,149,522 to Alcorn et al. (Alcorn). These rejections are respectfully traversed.

Applicant respectfully submits that the cited references do not describe or suggest the features of claim 18. For example, Rowe does not describe or suggest receiving, by the gaming device from the remote device a private key associated with a local jurisdiction in which the gaming device is located. Further, Rowe fails to describe or suggest wherein when the private key is the first key, and the local jurisdiction is the first jurisdiction, decrypting, by the gaming device the first game code according to the first key to recover decrypted game code that includes the first set of operating data. Still further, Rowe does not describe or suggest wherein when the private key is the second key, and the local jurisdiction is the second jurisdiction, decrypting by the gaming device the second game code according to the second key to recover decrypted game code that includes the second set of operating data. Rowe also does not disclose that the second game code is not recoverable with the first key, where the first game code is not recoverable with the second key.

As explained in Applicant's specification, a game that is valid for execution in the venue/jurisdiction in which the gaming device is located complies with the laws for games in that venue/jurisdiction. (Paragraph 0051). For example, for a gaming device located in Nevada, this first game would be valid under the laws of Nevada. A game that is approved for execution on the gaming device is a game that will execute on the gaming device.

A second game that is invalid for execution in the venue in which the gaming device is located may also be received by the gaming device. (Claim 18). For example, for a gaming device located in Nevada, this second game would not be valid under the laws of Nevada, but would be valid under the laws, for example, of New Jersey. Because the second game code is not recoverable with the first key and the first game code is not recoverable with the second key, when the key associated with the gaming device's local jurisdiction is

provided, the gaming device will not incorrectly select and execute code that is not necessary for the local jurisdiction.

An advantage of the method recited in claim 18 is that a gaming device only needs to receive executable code at one time, e.g., at the time of manufacture or upgrade. Then, the gaming device can be located in any jurisdiction, and the provider of the keys can control which blocks or portions of game code can be executed. The executable code, due to its larger size, requires more time to transfer than a key. Thus, with the method recited in claim 18, any delays related to receiving executable code are eliminated.

Rowe describes a gaming terminal data repository (GTDR) that “may be used to store game software components, game software component information and gaming transaction information for a plurality of gaming terminals owned by a plurality of gaming entities.” (Abstract). The GTDR may store gaming configurations for a number of different jurisdictions. (Col. 13, lines 56-58). With the GTDR, “a generic gaming terminal may be shipped to a particular jurisdiction and then may be configured remotely using the GTDR.” (Col. 13, lines 58-60). For example, “when the gaming terminal is installed in Nevada, a Nevada configuration is used.” (Col. 13, lines 61-62).

Rowe, however, never describes that a first game operable on a gaming device (e.g., a gaming machine) in a first jurisdiction and a second game operable on the gaming device in a second jurisdiction are both received by the gaming device, as recited in claim 18; i.e., Rowe never describes a gaming device located in Nevada receiving a game valid for execution in, for example, New Jersey.

Rowe does not describe or suggest when the private key is the first key, and the local jurisdiction is the first jurisdiction, decrypting, by the gaming device, the first game code according to the first key to recover decrypted game code that includes the first set of operating data; when the private key is the second key, and the local jurisdiction is the second jurisdiction, decrypting, by the gaming device, the second game code according to the second key to recover decrypted game code that includes the second set of operating data, and the second game code encrypted with a second key associated with the second jurisdiction, the second game code not recoverable with the first key and the first game code not recoverable with the second key. Instead, Rowe describes configuring a gaming terminal with a single configuration that is valid for the jurisdiction in which the gaming terminal is located.

Graunke is cited for its teaching regarding the manner of encryption, but not with respect to the feature of the gaming device selecting, based upon the local jurisdiction, a

game from a plurality of games, wherein a jurisdiction associated with the selected game corresponds to the local jurisdiction, and decrypting the selected game according to a private key associated with the jurisdiction. Graunke describes that the “[s]ecure distribution of a private key to a user's application program (also called a ‘trusted player’ such as a DVD player or CD-ROM player) with conditional access based on verification of the trusted player's integrity and authenticity is provided.” (Abstract). “Once validated, the trusted player uses the private key to decrypt the encrypted digital content.” (Abstract). Graunke, however, considered alone in combination with Rowe, does not cure the deficiencies noted above with respect to Rowe.

Alcorn is cited for its teaching regarding the gaming device sending information related to the decrypted data to a remote device for authentication of the decrypted data, but not with respect to the feature of the gaming device selecting, based upon the local jurisdiction, a selected game from the plurality of games, wherein a jurisdiction associated with the selected game corresponds to the local jurisdiction. The Office Action does not set forth a rejection of these features in view of Alcorn.

Thus, as explained above, Rowe, Graunke, and Alcorn, considered alone or in combination, fail to teach or suggest the feature of a gaming device selecting, based upon the local jurisdiction, a selected game from a plurality of games, wherein a jurisdiction associated with the selected game corresponds to the local jurisdiction, and decrypting the selected game according to a received private key (Claim 18). Claim 18 is therefore patentable because it would not have been obvious in view of Rowe, Graunke, and Alcorn. Applicant therefore respectfully requests that the rejection of claim 18 be withdrawn.

Independent claims 22, 35-37, 40, 41, and 45 are patentable for at least the aforementioned reasons as well.

Dependent claims 19-21, 23-34, 38-39, and 42-44 incorporate the features of the independent claims on which they are based. Therefore, the dependent claims are patentable for at least the same reason as the independent claims.

Conclusion

The claims are believed to be in condition for allowance. Accordingly, allowance of the claims at the earliest possible date is requested.

If prosecution of this application can be assisted by telephone, the Examiner is requested to call the undersigned at (510) 663-1100.

Applicant does not believe that any additional fees are required to facilitate the filing of this Amendment. However, if it is determined that such fees are due, please charge such additional fees to Deposit Account No. 504480 (Order No. IGT1P376).

Respectfully submitted,
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